

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6670804

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
WESTONE AUDIO, LLC	04/22/2021
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	10 SOUTH DEARBORN, FLOOR L2S
Internal Address:	SUITE IL1-1145
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603-2300
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	10158932
Patent Number:	10165352
Patent Number:	7889883
CORRESPONDENCE DATA	
Fax Number:	(214)745-5390
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2147455612
Email:	ngraham@winstead.com
Correspondent Name:	NANCY GRAHAM C/O WINSTEAD PC
Address Line 1:	2728 N. HARWOOD STREET
Address Line 2:	SUITE 500
Address Line 4:	DALLAS, TEXAS 75201
ATTORNEY DOCKET NUMBER:	13312-644
NAME OF SUBMITTER:	NANCY GRAHAM
SIGNATURE:	/Nancy Graham/
DATE SIGNED:	04/22/2021
Total Attachments: 5	
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April 22, 2021

PATENT SECURITY AGREEMENT

WHEREAS, WESTONE AUDIO, LLC, a Delaware limited liability company ("Grantor"), owns the Patents and patent applications listed on Schedule 1 annexed hereto, and is a party to the Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the First Amended and Restated Pledge and Security Agreement dated as of March 14, 2018 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"; terms used herein but not defined herein shall have the meanings given to them in the Security Agreement), among Grantor, certain affiliates of the Grantor, and JPMorgan Chase Bank, N.A., as lender (on behalf of itself and the other Secured Parties, the "Secured Party"), Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned by or owing to, and hereafter acquired Patents, patent registrations, patent applications and Licenses, together with the goodwill of the business symbolized by Grantor's patents, and all proceeds thereof, to secure the payment of all Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) any and all patents and patent applications; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world (the "Patents"), each of which is set forth herein on Schedule 1 annexed hereto;

(2) (a) any and all licensing agreements or similar arrangements in and to its Patents, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof (the "Licenses"), each of which is referred to in Schedule 1 annexed hereto; and

(3) all accessions to, substitutions for and replacements, proceeds (including Stock Rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and

remedies of Secured Party with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signatures On Following Page]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the first date written above.

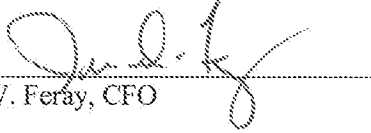
Acknowledged:

GRANTOR:

WESTONE AUDIO, LLC

By: _____

John W. Feray, CFO

A handwritten signature in black ink, appearing to read "John W. Feray", is written over a horizontal dotted line. The signature is stylized and cursive.

SECURED PARTY:

JPMORGAN CHASE BANK, N.A

By: _____

Logan Lanier, Authorized Signer

Schedule 1

to Patent

Security Agreement

PATENT

Department/Entity	Title	Country	Internal Reference #	Application Filing Date	Application Number	Date Granted	Patent Number	Status
Westone Audio, LLC	Ambient sonic low-pressure equalization	United States	10158932	12/14/2016	15/378,288	12/18/2018	10158932	Patented Case
Westone Audio, LLC	Ambient sonic low-pressure equalization	United States	10165352	05/09/2017	15/590,437	12/25/2018	10165352	Patented Case
Westone Audio, LLC	Conformable ear piece and method of using and making same	United States	7889883	09/02/2009	12/552,707	02/15/2011	7889883	Patented Case

PATENT APPLICATIONS

Department/Entity	Title	Country	Internal Reference #	Application Filing Date	Application Number	Status
Westone Audio, LLC	AMBIENT SONIC LOW-PRESSURE EQUALIZATION	Japan	2018-529210	06/01/2018	2018-529210	Pending Registration

LICENSES

<u>INBOUND LICENSES</u>			
	Date	Agreement Title	Parties
1.	06/11/2020	Membership Interest Purchase Agreement	Westone Audio, LLC, Westone Acquisition INC., Westone Laboratories, Inc., Lucid Audio, LLC
2.	06/11/2020	Trademark Assignment Agreement	Westone laboratories, Inc., Team IP Holdings, LLC
3.	06/11/2020	Patent License Agreement	Westone laboratories, Inc., Team IP Holdings, LLC

<u>OUTBOUND LICENSES</u>			
	Date	Agreement Title	Parties
1.	05/01/2015	Exclusive Sales Representative Agreement	Westone Laboratories, Inc., Griffin International Companies, Inc.
2.	08/04/2015	Equipment Lease, Sublicense And Equipment Lease	Westone Laboratories, Inc. as Licensor, Tekwind Co., Ltd. as Licensee
3.	10/16/2015	Equipment Lease, Sublicense And Equipment Lease	Westone Laboratories, Inc., Soundcat, a corporation